



RFP# CYF 20-06

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

KINSHIP SUPPORT NAVIGATOR PROGRAM

INFORMATIONAL BIDDERS CONFERENCE: NONE

PROPOSAL SUBMISSION DEADLINE: September 16, 2020 by 2:00 pm local time

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov **by 4:30 pm on 9/9/20** to ensure a posted response prior to proposal due date. Questions received after this time may not be answered.

None	There is <u>no</u> bidders' conference scheduled for this RFP.
9/16/20 by 2:00 PM local time	<p>For this RFP DSCYF will accept your proposal by email as described below. Please submit the <u>minimum</u> number of email attachments as possible keeping potential attachment size limitations. A single proposal attachment is preferred, but not mandatory.</p> <p>Proposals must be received by email by 2:00 PM local time 9/16/20.</p> <p>Emailed proposals arriving with a system date/time stamp after a 2:00 pm local time on the due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem please reach out to Ryan Bolles at herbert.bolles@delaware.gov as soon as possible.</p>
PROPOSAL DELIVERY:	<p>Please submit your agency's proposal to DSCYF Bids Submission@delaware.gov</p> <p>NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time.</p> <p>The contents of any proposal shall not be disclosed to competing entities during the negotiation process.</p>
As soon as possible	The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.
As soon as possible	Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

REQUEST FOR PROPOSAL
KINSHIP SUPPORT NAVIGATOR PROGRAM
NEEDS AND READINESS ASSESSMENT, AND IMPLEMENTATION

SERVICE OVERVIEW

The State of Delaware's Department of Services for Children, Youth and Their Families (DSCYF), Division of Family Services (DFS, hereafter referred to as Division), is seeking proposals for a Kinship Support Navigator Program needs assessment and recommendation report (phase #1), and program implementation (phase #2) to assist kinship caregivers in learning about, locating, and accessing programs/resources to meet the needs of children placed in their homes; to provide help for the family as a whole to safeguard stability; and to promote partnerships among public and private agencies for the benefit of kinship caregivers and children. **Proposals are ONLY being accepted from agencies/organizations.**

The Kinship Support Navigator Program will provide a variety of supports and assistance to grandparents, other relatives, godparents, and non-relative adults (fictive kin) with whom the children have a significant, positive relationship and emotional connection who are caring for children in the custody of DFS. Contract deliverables include:

PROGRAM PHASE #1

- Conduct an initial needs and readiness assessment.
- Conduct stakeholder meetings across the state with kin and fictive kin stakeholders to inform the needs assessment, readiness assessment and recommendations.
- Research trauma-informed care kinship support models.
- Using evidence based, trauma-informed care principals and approaches as the foundation, make a recommendation to implement a trauma-informed kinship support model on/before close of business December 30, 2020.
- Explore the capacity to connect to the existing Delaware 2-1-1 service, an information and referral public service operated by the Delaware Department of Health and Social Services and United Way of Delaware.
- Consider technology solutions such as collaboration with Delaware 2-1-1 or a specific website.
- Demonstrate professional, effective written and oral communication with kinship providers, team members, regional staff, provider agencies/other agency representatives, and national advocates to provide or solicit information, feedback, updates, suggestions, problem solving, etc. in a manner that creates a collaborative atmosphere.
- Effectively articulate and advocate for trauma-informed programming and practice priorities.
- Assure quality evidence-based, trauma-informed programming and policy for kinship families served by the Division and that programming meets requirements set by federal and State mandates.

PROGRAM PHASE #2

- Based on accepted recommendations, implement a kinship care navigator service delivery program statewide.
- Promote and expect child safety, permanency within fifteen (15 months) of a foster child's placement with a kin provider, and well-being.
- Maintain and communicate data on kinship program. Maintain frequent and detailed communication with the Division's kinship coordinator overseeing this contract.
- Professionally represent DSCYF and the Division by presenting accurate information and responding in a timely, courteous manner.
- Log and report monthly activities.

Salary/wages, taxes, benefits, office supplies, computers, mobile phone, travel arrangements, etc. are all program costs which are the responsibility of the bidder and should be reflected in the proposed budget.

It is anticipated that the contractual agreement with the successful bidder will begin as early in September as possible. The needs assessment and recommendations has a **hard deadline** of **December 30, 2020**. Federal funding for this program is set to expire September 30, 2021. While this program is only expected to last until then extensions for up to five (5) are dependent on satisfactory performance and available funds.

Approximately \$210,000 is available through February 1, 2021, for the needs assessment, recommendations and early implementation activities (Phase #1); an additional \$220,000 is available through September 30, 2021, to continue implementation and monitor performance (Phase #2). The Division will accept proposals using either a unit cost (e.g. per deliverable, per milestone, per hour, etc.) or cost reimbursable methodology (where a line item budget is approved and incorporated into the contract and the contractor invoices against that budget). Different methodologies may be proposed for each phase if desired. **However, for each phase bidders must submit a separate completed line item DSCYF Budget Form and Salary Detail Form (available in Excel format for editing where this RFP is posted) and a supporting budget narrative with their proposal regardless of the chosen payment methodologies. Note: Phase #1 and Phase #2 fee structures and/or payment methodology must be distinctly identified from one another as funding for each is separate. DSCYF reserves the right to renegotiate the Phase #2 budget as Phase #2 activities are dependent upon the accepted Phase #1 recommendations.**

HOW TO RESPOND TO THIS RFP

A complete response to this RFP is required for consideration by reviewers. Along with a cover letter, all items to be submitted with the proposal are described in the Proposal Content Requirements section on page ten (10) of this RFP.

AGENCY CONTRACTORS

To be eligible, the bidder must be licensed in Delaware to provide foster care and/or adoption services with a staffed office located in Delaware. The bidder must demonstrate knowledge of and/or experience with evidence-based, trauma-informed care principles and approaches.

Full-time work hours for this statewide contractual service are anticipated to be flexible and may be required outside normal business hours due to the needs of the program and support needed. The Division understands there may be staffing changes as the program moves into Phase #2. The Division reserves the right to participate in any staffing complement decisions or changes over time.

Successful bidders are responsible for payment of all federal, state, or local taxes; benefits; etc. that may apply.

Without imposing any additional fees, costs, or conditions, the successful bidder must accept full payments by electronic means or conventional check at the State of Delaware's option.

LOCATION OF SERVICES

The required services are statewide and will be provided to all three (3) counties: New Castle, Kent, and Sussex.

The Division will NOT provide dedicated office space for this service.

Kinship Support Navigator Program staff have the ability to work remotely at any location, but are required periodically to attend in person or virtual, regular and ad hoc, meetings at the DSCYF Administration Building #2 located at 1825 Faulkland Road, Wilmington, DE 19805 and to maintain ongoing communication via in-person contact, virtual, e-mail, phone, etc.

CRIMINAL BACKGROUND CHECK

Pursuant to 31 Delaware Code, Section 309, the representatives of the bidder awarded a contract resulting from this RFP are required to pass a criminal background check (state and federal) and a Child Abuse Registry check. All information required by Delaware Code shall be forwarded to DSCYF, which will assess the information and make a determination of suitability based on the type of any offense(s), how recent, record since any offense(s), and job responsibilities. In addition, the bidder awarded a contract will be required to obtain certification from DSCYF as to whether the individual is named in the Central Register as the perpetrator of a report of child abuse.

CONTRACT SERVICE SUMMARY AND REQUIREMENTS

CONTRACTOR FUNCTION

Phase #1

Contractor is responsible for conducting a thorough, statewide needs and readiness assessment in order to ascertain that planned Kinship Navigator services under the auspices of the Division's Foster Care Program are aligned with community needs.

Assessing the need includes, but is not limited to, the following via evidence-based, trauma informed care principles and approaches:

- Assess overall needs of statewide kinship families via community needs assessment, considering child safety, placement stability, financial well-being, health and nutrition, social supports, overall well-being, etc.

- Coordinate with the Division Foster Care Program Support Manager, Foster Care Program Support Administrator, Foster Home Coordinator Supervisors, Foster Home Coordinators, Kinship Care Coordinators, current and former kinship caregivers, current and former children and youth who are/were in kinship living arrangements, private foster care and adoption agencies, to help determine the kinship needs of children and caregivers in Delaware.

Consider the following assessment tools in addition to any others:

- A paper or online survey, in order to: supplement the Division's own observations and experiences; obtain detailed information from a large and diverse group of stakeholders; and obtain honest and objective descriptions of needs through comfortable and confidential conditions.
- In-person, virtual or phone interviews provide an opportunity for personalized feedback.
- Soliciting input from a variety of stakeholders.
- Use of existing data, such as Division placement data or Adoption and Foster Care Analysis and Reporting System (AFCARS),
- Previous surveys conducted by private foster and adoptive family support organizations.
- Focus groups for specific questions asked of participants.

Other considerations:

- Ensure kinship services are aligned with Division values, vision, mission and goals.
- Recognize cultural and social differences in different counties or service areas.
- Assess progress and outcomes of implemented programming.
- Developing and tracking demographics, statistics and outcomes of kinship programming.
- Gather information to inform and enrich other Division efforts, such as the statewide assessment for the Child and Family Services Review and development of any strategies to incorporate into any future Program Improvement Plan.

Assessing the readiness of expansion of Delaware's kinship services program includes, but is not limited to, the following:

- Consider technology solutions such as collaboration with Delaware 2-1-1 or a specific website. Explore the capacity to connect to the existing Delaware 2-1-1 service, an information and referral public service operated by the Delaware Department of Health and Social Services and United Way of Delaware.
- Analyze Division staffing in terms of allocation to kinship services.

- Research private foster care/adoption agency staffing's ability to support increased kinship services.
- Research community's readiness in terms of service provision in the areas of child mental health, financial resources, support for caregivers, etc.
- Research Division funding allocation to kinship services.
- Research Family Court's practices as needed in regard to formalized kinship care.
- Research established Kinship Navigator models aligned with Family First Prevention Act of 2018 and 2020.

Making the recommendation of a Kinship Navigator model aligned with the Family First Prevention Act to be considered for implementation by DSCYF's DFS includes, but is not limited to, the following:

- Research kinship support models which are in demonstrated congruence with the Family First Prevention Act of 2018 and the Family First Prevention Act of 2018 and 2020.
- Determine which model best fits with Delaware's needs and readiness.
- Recommend a kinship support model on/before close of business **December 30, 2020**.

Phase #2

Successful bidder is responsible for implementing Division approved recommendations for a Kinship Support Navigator Program model based on the needs assessment from Phase #1. Programming is to be delivered statewide through September 2021 or until grant funding is exhausted, whichever occurs first. The successful bidder will monitor performance and outcomes during the implementation phase.

Additional details for Phase #2 are dependent upon the accepted recommendations from Phase #1.

OBJECTIVES

Program

- Strengthen the Division's foster kinship programming.
- Promote family connections for foster children.
- Achieve timely permanency for foster children through kinship programming.
- Promote well-being of foster children.

Process

- Complete research of Kinship Navigator models on/before November 15, 2020.
- Complete Needs and Readiness Assessment on/before December 15, 2020.

- Recommend a Kinship Navigator model implementation plan on/before **December 30, 2020**.

PERFORMANCE MEASURES

The successful bidder will collaborate with the Division to establish performance measures aligning with program objectives. Suggested measures include caregiver satisfaction and system data reports on placement stability, access to services and permanency achievement timeliness.

SCOPE OF WORK

Phase #1 - Coordinate with Foster Care Program Manager and/or Foster Care Program Administrator to collaborate on strategies for needs and readiness assessment; research Kinship Navigator trauma-informed care models; recommend a Kinship Navigator model best suited to meet the needs of Delaware's children and kinship caregivers;

Phase #2 - implement a Kinship Navigator Program as approved by the Division; advise Foster Care Program Manager and/or Foster Care Program Administrator of any obstacles, changes, solutions, innovations, etc. through regular communications in writing and verbally.

Adhering to evidence-based, trauma-informed care principles and approaches, listen to and communicate with kinship families to ascertain needs and how best to meet them.

Promote overall support to kinship families to strengthen and bolster self-confidence and empower them to continue to provide this valuable service.

PROGRAM STAFFING REQUIREMENTS:

KNOWLEDGE OF

- Public and private child welfare systems.
- Foster care (kinship care desired).
- Programs and resources available to kinship families.
- Child mental and behavioral health services in Delaware.
- Evidence-based, trauma informed care principles and approaches.

ABILITY TO IMPLEMENT AND ADHERE TO EVIDENCE-BASED, TRAUMA INFORMED CARE PRINCIPLES TO:

- Independently work and problem solve.
- Communicate professionally and effectively orally and in writing.
- Engage kinship families.
- Believe in and work from an evidence-based, trauma-informed, child-centered, family-focused perspective.
- Understand and demonstrate cultural competence.
- Demonstrate advocacy and resourcefulness.
- Demonstrate resilience.

EDUCATION AND EXPERIENCE

- Bachelor-level degree or higher in social work, behavioral science, sociology, human services, psychology, organizational leadership, or other related degree from an accredited college or university.
- Experience working with families involved with the Division.
- Knowledge of and experience with evidence-based, trauma-informed care principles and approaches and the Division foster care program (kinship care desirable).
- Basic computer and technology abilities and the ability to learn various systems.

PROPOSAL QUESTIONS

(A RESPONSE TO EVERY QUESTION IS REQUIRED TO COMPLETE THE PROPOSAL)

1. Agency's experience in delivering foster care and/or kinship support services

Please include the following in your answer, highlighting any challenges and solutions:

- What is your agency's experience working with families who have had involvement with the Division?
- What is your agency's knowledge and/or experience with evidence-based, trauma-informed care principles and approaches? Please include all training. Indirect services, and direct services.
- What is your agency's knowledge of and/or experience with the foster care process?
- What is your agency's knowledge of and/or experience with kinship services?
- How does your agency handle difficult individuals who become upset and angry? Please provide a strategy you use that has proven to be effective.
- Can you highlight any additional experience your agency has with federal or other State of Delaware Departments or Divisions? If you have experience coordinating or collaborating with any, please explain.
- Please explain what makes your agency the best qualified bidder to be awarded this contract.

2. Agency's demonstration of cultural competence.

Please include the following in your answer, highlighting any challenges and solutions:

- Demonstrate how your agency and staff show cultural competency
- Outline what training your agency staff have had regarding cultural competency

3. Proposed Program Staffing

As the timing on the needs assessment portion of this project (Phase #1) is **critical** the successful bidder must be prepared to begin immediately upon contract execution. There will be no time for recruitment once the contract is awarded. Bidders must include in their proposal the names and education, training and experience of all proposed staffing for day one program delivery of Phase #1. The Division understands there may be staffing changes as the program moves into Phase #2.

SPECIAL NOTE

Preference will be given to agencies with knowledge of and/or experience with evidence-based, trauma-informed care principles and approaches, experience working with families involved with the Department of Services for Children, Youth and Their Families' Division of Family Services and to agencies with a staffed office located in Delaware.

The Division's experience(s) with bidders and/or reputation of the bidders within DFS and/or other State agencies will be considered by the panel, as will feedback from references.

PROFESSIONAL REFERENCES

Provide the names and contact information for three (3) sources who may be contacted by DSCYF for a reference attesting to your agency's ability to perform the work if awarded the contract.

PROPOSAL CONTENT REQUIREMENTS TO BE SUBMITTED WITH BID IN RESPONSE TO RFP

1. Cover Letter
2. Resume or Curriculum Vitae or hiring requirements outlining for the proposed staffing education/training/experience
3. Response to all questions in the previous section labeled Proposal Questions
4. Three (3) Professional References for your agency
5. Bidder Fact Sheet (available online in MS Word format for each editing where this RFP is posted)
6. **Separate Phase #1 and Phase #2** DSCYF Budgets and Salary Details (available online in MS Word format for each editing where this RFP is posted). There is no form for the budget narrative. The bidder is required to demonstrate all assumptions and calculations for each budget line item except the salaries which are detailed in the Salary Detail Form.
7. Signed Assurances document (available below in Appendix C)
8. Signed Certification, Representation, and Acknowledgments document (available below in Appendix C)
9. Completed Employing Delawareans Report (available online in MS Word format for each editing where this RFP is posted)

APPENDIX B:

EVALUATION REQUIREMENTS

Evaluation Criteria and the Maximum Available Points for this RFP

1. **Agency Experience in Delivering Foster Care and/or Kinship Support Services (25 points)**
 - a. Response to Question #1 above
2. **Demonstrated Cultural Competence of the Agency (20 points)**
 - a. Response to Question #2 above
3. **Proposed Staff Qualifications for Program Start (25 points)**
 - a. Response to #3 above
 - b. Has the bidder demonstrated the ability to begin services on day 1?
 - c. Did the bidder propose adequate staffing?
 - d. Did the bidder's proposed staff meet the RFP requirements?
4. **Proposed Cost(s) (25 points)**
 - a. Proposed fee structure/cost and Budget documents for **Phase #1**
 - b. Proposed fee structure/cost and Budget documents for **Phase #2**
 - c. Are the proposed budgets detailed, competitive and reasonable
5. **Experience, Reputation and Demonstrated Ability (20 points)**
 - a. Experience, reputation or demonstrated ability as reported by DSCYF or any other government agency regarding the bidder

APPENDIX C – Bidder Forms and Instructions

Additional Submission Instructions

Failure to follow Departmental procedures may disqualify a bidder's organization.

I. FORMAT

To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the review panel.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

II. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@Delaware.gov or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to substantive questions will be posted on the State's solicitation web site www.bids.delaware.gov **It is the bidder's responsibility to check the website for updates to this RFP.**

III. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

IV. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

V. RFP AND FINAL CONTRACT

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

VI. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

VII. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

VIII. COST OF PROPOSAL PREPARATION

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

IX. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6982(b). The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6981 to award a contract to the successful firm or firms in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

X. REJECTION OF PROPOSALS

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information

obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES

- Notwithstanding anything to the contrary, the Department reserves the right to:
 - Reject any and all proposals received in response to this RFP;
 - Select for contract or for negotiations a proposal other than that with the lowest cost;
 - Waive or modify any information, irregularities, or inconsistencies in proposals received;
 - Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified.
 - Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
 - If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
 - Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

XII. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

XIII. CONTRACT TERMINATION CONDITIONS

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

XIV. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

XV. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

XVI. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

XII. LICENSES AND PERMITS

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

XIII. INSURANCE

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: CYF 20-05
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

XIX. NON-DISCRIMINATION

In performing the services subject to this RFP, the bidder agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach.

XX. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XXI. CONTRACT DOCUMENTS

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

XXII. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

XXIII. SCOPE OF AGREEMENT

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL

ASSURANCES

The bidder represents and certifies as a part of this offer that:

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.

The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22

as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date

PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL
CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Name of Organization's Authorized Administrator

Signature of Authorized Administrator

Date